

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT
CAUSE NO. 49D06-0610-PL-040687

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
BETH COCHRAN, STEPHEN DEPEW,)
and DEBORAH DEPEW, individually)
and doing business as ALTERNATIVE)
TRAVEL LLC,)
)
Defendants.)

FILED

JUL 26 2007

(177)

Elizabeth L. White
CLERK OF THE MARION CIRCUIT COURT

DEFAULT JUDGMENT AGAINST DEFENDANT BETH COCHRAN

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment against Defendant Beth Cochran only, and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant.
2. The Plaintiff served Defendant Beth Cochran with its Amended Complaint for Injunction, Restitution, Costs, and Civil Penalties through her attorneys of record, Geoffrey Grodner and Anthony Yorio, more than twenty-three (23) days before Plaintiff filed its Motion for Default Judgment.
3. The Court granted Defendant an enlargement of time up to and including April 20, 2007 to move or otherwise plead in response to Plaintiff's Amended Complaint.
4. The Defendant has failed to appear, plead, or request an additional extension of time to respond to the Amended Complaint.

5. The Plaintiff served Defendant with notice of its intent to move for default judgment at least three (3) days prior to filing the motion.

6. Defendant Beth Cochran is not an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of Plaintiff, State of Indiana, and against Defendant, Beth Cochran, individually and doing business as Alternative Travel LLC.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:

1. When engaging in consumer transactions in the State of Indiana, Defendant is permanently enjoined, pursuant to Indiana Code § 24-5-0.5-4(c)(1), from:

- a. representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have, which the Defendant know or reasonably should know it does not have;
- b. representing, expressly or by implication, that the Defendant is able to deliver or complete the subject of a consumer transaction within a stated period or time or within a reasonable period of time, when the Defendant knows or reasonably should know that the transaction cannot be so completed;
- c. in the course of engaging in home consumer transactions, failing to include in contracts with consumers two (2) copies of the notice of the consumer's right to cancel the transaction, as required by Ind. Code § 24-5-10-9;
- d. in the course of engaging in home consumer transactions, failing to return to the consumer any payment or other consideration transferred to the supplier by the

consumer within ten (10) business days after the consumer's notice of cancellation is delivered;

- e. in the course of performing services as a credit services organization, failing to obtain a surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) prior to doing business as a credit services organization;
- f. in the course of performing services as a credit services organization, charging or receiving money or other valuable consideration before the complete performance of services on behalf of a consumer, unless the Defendant has obtained a surety bond issued by a surety company admitted to do business in Indiana or established an irrevocable letter of credit under Indiana Code §24-5-15-8;
- g. in the course of performing services as a credit services organization, failing to execute a written contract with the consumer, including the statement required by Indiana Code § 24-5-15-7(a)(1) and two (2) copies of the notice of cancellation form required by Indiana Code § 24-5-15-7(b); and
- h. in the course of performing services as a credit services organization, failing to provide the consumer with a written statement containing each of the provisions required by Indiana Code § 25-5-15-6 prior to executing a contract or receiving valuable consideration.

2. Pursuant to Ind. Code § 24-5-0.5-4(d), Defendant's contracts with Robert Boomersshine, Charles Hestand, Alvin Garrison, and Theresa Miller are cancelled.

3. Pursuant to Ind. Code § 24-5-0.5-4(c)(3), Defendant shall pay costs in the amount of One Thousand Six Hundred Thirty-Seven Dollars and Fifty Cents (\$1,637.50) for the

Attorney General's reasonable expenses incurred in the investigation and prosecution of this action.

4. Pursuant to Ind. Code § 24-5-0.5-4(g), Defendant shall pay civil penalties in the amount of One Hundred Thousand Dollars (\$100,000.00) for Defendant's knowing violations of Indiana's Deceptive Consumer Sales Act.

5. Pursuant to Ind. Code § 24-5-0.5-8, Defendant shall pay civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) for Defendant's intentional violations of Indiana's Deceptive Consumer Sales Act.

6. Pursuant to Ind. Code § 24-5-0.5-4(c), the Defendant shall pay consumer restitution to Robert Boomershine in the amount of Six Thousand Three Hundred Thirty-Six Dollars and Fifty-Six Cents (\$6,336.56).

7. Pursuant to Ind. Code § 24-5-0.5-4(c), the Defendants shall pay consumer restitution to Alvin Garrison in the amount of Seven Thousand Nine Hundred Ninety Dollars (\$7,990.00).

For a total monetary judgment in the amount of One Hundred Twenty-Five Thousand, Nine Hundred Sixty-Four Dollars and Six Cents (\$125,964.06).

ALL ORDERED, ADJUDGED AND DECREED on this ____ day of **JUL 26 2007**, 2007.



Judge, Marion Superior Court

DISTRIBUTION:

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